



Leroy D. Baca, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



July 02, 2014

Joint Powers Authority
4700 Ramona Blvd., 4th Floor
Monterey Park, CA 91754-2169

Dear Joint Powers Authority,

APPROVAL OF THIRD AMENDMENT TO SUBLEASES BETWEEN THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY AUTHORITY, THE COUNTY OF LOS ANGELES, THE CITY OF LOS ANGELES, AND THE CALIFORNIA STATE UNIVERSITY, LOS ANGELES TO AUTHORIZE THE USE OF BUDGET SURPLUS FUNDS FOR PURCHASE OF SPECIALIZED ITEMS OR LAB EQUIPMENT

THE RECOMMENDED ACTIONS:

1. Approve and authorize the Chair to sign the Third Amendment to Joint Crime Laboratory Facility Sublease Agreements (Third Amendment) By and Between the Los Angeles Regional Crime Laboratory Facility Authority (Authority) and the County of Los Angeles (County), the City of Los Angeles (City), and California State University Board of Trustees (CSU).
2. Direct the Chair to transmit executed originals of the Third Amendment to the County of Los Angeles Board of Supervisors, the City of Los Angeles, General Manager of the Department of General Services, and California State University, Los Angeles (CSULA), for consideration and approval.

PURPOSE OF THE RECOMMENDED ACTIONS

Approval of the recommended action will allow the Authority to create a new funding source as shown on the 2015 proposed budget line item # 11.0 Extraordinary Laboratory Equipment Fund (ELEF). The operating budget surplus will be deposited into the new ELEF fund account to be used for specialized items or lab equipment. The funds deposited into this account will be listed by each agency. Funds will continue to be deposited each year into the ELEF with operating budget surplus funds and will not exceed \$500,000 for each agency. Once an individual agency's deposits to the ELEF have reached \$500,000, that agency's operating budget surplus funds will be applied as a

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credit against the next payment owed by that agency pursuant to the Sublease instead of being deposited into the ELEF.

JUSTIFICATION

Each Agency will have an opportunity to access additional funds through the Extraordinary Laboratory Equipment Fund (ELEF). The operating budget surplus will be deposited into the new ELEF to purchase needed equipment and update obsolete equipment to meet current and future accreditation requirements for laboratories' processing and storing evidence.

Once approved by the Board, the proposed Third Amendment (attached) will be submitted to each member agency for consideration and approval.

FINANCING

These remaining funds in the operating budget account (V24 Operating Budget) are surplus funds left over from those which are deposited by each agency as their yearly proportionate share. These agencies consist of the City of Los Angeles Police Department, County of Los Angeles Sheriff's Department, and the California State University, Los Angeles.

CONTRACTING PROCESS

Not applicable.

ENVIRONMENTAL DOCUMENTATION

Approval of the recommended actions is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 in that such approval does not meet the definition of a Project.

CONCLUSION

Please return all approved copies of this letter to the Los Angeles County Sheriff's Department.

Respectfully submitted,

J. Scott McIntyre, Manager I
Crime Lab Facility Manager

Adopted and Approved

Charlie Beck, Chief of Police
Los Angeles Police Department
Chairperson of the Joint Powers Authority
Date: _____

JOINT POWERS AUTHORITY

AMENDMENT NO. 3 TO JOINT CRIME LABORATORY FACILITY SUBLEASE AGREEMENT BY AND BETWEEN THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY AUTHORITY AND COUNTY OF LOS ANGELES

This Amendment No. 3 ("Amendment" or "Amendment No. 3") dated July 2, 2014, is entered into by and between the Los Angeles Regional Crime Laboratory Facility Joint Powers Authority ("Authority"), as sublessor, and County of Los Angeles, as sublessee.

RECITALS:

- A. WHEREAS, on May 27, 2003, the Authority and Sublessee entered into the Joint Crime Laboratory Facility Sublease Agreement ("Sublease") to permit the Los Angeles County Sheriff's Department ("LASD") to jointly occupy, along with the Los Angeles Police Department ("LAPD") and California State University ("University"), the regional crime laboratory at the Hertzberg-Davis Forensic Science Center located on the Los Angeles Campus of the University ("Project"); and
- B. WHEREAS, the parties desire to amend the Sublease in order to authorize the use of budget surplus funds for the purchase of specialized items or laboratory equipment for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated and deemed a contractual part hereof, the parties hereto agree to amend the Sublease as follows:

1. Section (e) of Exhibit D (Facility Operating Costs) is hereby deleted in its entirety and replaced with the following:

(e) Reconciliation of Facility Operating Costs. Within ninety (90) days after the expiration of each fiscal year, Authority shall furnish Sublessee with a statement of the actual Facility Operating Costs for the Facility. In the event the sum of the payment made by the Sublessee during the preceding fiscal year hereunder exceeds the amount which the Sublessee would have been obligated to pay if the actual Facility Operating Costs for such year were used in lieu of Authority's estimate thereof in calculating Sublessee's payments hereunder, such overage shall be deposited into the Extraordinary Laboratory Equipment Fund ("ELEF"), with the total amount of each Sublessee's deposit(s) to the ELEF separately listed in each fiscal year's annual Operating Budget. The total amount of funds deposited by each Sublessee into the ELEF shall not exceed \$500,000.00 and may be used by the Sublessee only for Crime Lab building equipment needs as necessary. Should the total amount of Sublessee's deposits to

the ELEF reach \$500,000.00, any budgetary overage thereafter shall be credited by Authority to Sublessee's account against the next payments owed by Sublessee hereunder; or, if the Sublease has terminated, the difference and any remaining deposits made by Sublessee into the ELEF shall be paid to Sublessee within thirty (30) days of termination. In the event the payment made by Sublessee during the preceding fiscal year hereunder is less than the amount which Sublessee would have been obligated to pay if the actual Facility Operating Costs for such year were used in lieu of Authority's estimate thereof, in calculating Sublessee's payment hereunder, Sublessee shall pay the amount of such difference to Authority within sixty (60) days after receipt of a demand by Authority accompanied by a statement of the actual Facility Operating Costs for such year. If Authority does not submit such reconciliation statement on or prior to one hundred twenty (120) days following the expiration of each fiscal year, it shall waive the right to collect any deficiency in payments made by Sublessee for such year.

2. Except as expressly provided in this Amendment No. 3, all other provisions, and conditions of the Sublease shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed on their behalf by their duly authorized officers, effective as of the date first set forth above.

LOS ANGELES REGIONAL CRIME
LABORATORY FACILITY AUTHORITY

By: _____
Chair of the Authority

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By: _____
Amy M. Caves
Senior Deputy County Counsel

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

By: _____
Heather Aubry
Deputy City Attorney

JOINT POWERS AUTHORITY

AMENDMENT NO. 3 TO JOINT CRIME LABORATORY FACILITY SUBLEASE AGREEMENT BY AND BETWEEN THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY AUTHORITY AND CITY OF LOS ANGELES

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RECITALS:

- A. WHEREAS, on May 27, 2003, the Authority and Sublessee entered into the Joint Crime Laboratory Facility Sublease Agreement ("Sublease") to permit the Los Angeles Police Department ("LAPD") to jointly occupy, along with the Los Angeles County Sheriff's Department ("LASD") and California State University ("University"), the regional crime laboratory at the Hertzberg-Davis Forensic Science Center located on the Los Angeles Campus of the University ("Project"); and
- B. WHEREAS, the parties desire to amend the Sublease in order to authorize the use of budget surplus funds for the purchase of specialized items or laboratory equipment for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated and deemed a contractual part hereof, the parties hereto agree to amend the Sublease as follows:

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the ELEF reach \$500,000.00, any budgetary overage thereafter shall be credited by Authority to Sublessee's account against the next payments owed by Sublessee hereunder; or, if the Sublease has terminated, the difference and any remaining deposits made by Sublessee into the ELEF shall be paid to Sublessee within thirty (30) days of termination. In the event the payment made by Sublessee during the preceding fiscal year hereunder is less than the amount which Sublessee would have been obligated to pay if the actual Facility Operating Costs for such year were used in lieu of Authority's estimate thereof, in calculating Sublessee's payment hereunder, Sublessee shall pay the amount of such difference to Authority within sixty (60) days after receipt of a demand by Authority accompanied by a statement of the actual Facility Operating Costs for such year. If Authority does not submit such reconciliation statement on or prior to one hundred twenty (120) days following the expiration of each fiscal year, it shall waive the right to collect any deficiency in payments made by Sublessee for such year.

2. Except as expressly provided in this Amendment No. 3, all other provisions, and conditions of the Sublease shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed on their behalf by their duly authorized officers, effective as of the date first set forth above.

LOS ANGELES REGIONAL CRIME
LABORATORY FACILITY AUTHORITY

By: _____
Chair of the Authority

CITY OF LOS ANGELES

By: _____
General Manager of the
Department of General Services

ATTEST:

City Clerk

By _____
Deputy

APPROVED AS TO FORM:

John F. Krattli
County Counsel

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

By: _____
Amy M. Caves
Senior Deputy County Counsel

By: _____
Heather Aubry
Deputy City Attorney

JOINT POWERS AUTHORITY

AMENDMENT NO. 3 TO JOINT CRIME LABORATORY FACILITY SUBLEASE AGREEMENT BY AND BETWEEN THE LOS ANGELES REGIONAL CRIME LABORATORY FACILITY AUTHORITY AND CALIFORNIA STATE UNIVERSITY, LOS ANGELES

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RECITALS:

- A. WHEREAS, on May 27, 2003, the Authority and the University entered into the Joint Crime Laboratory Facility Sublease Agreement ("Sublease") to permit the University to jointly occupy, along with the Los Angeles County Sheriff's Department ("LASD") and the Los Angeles Police Department ("LAPD"), the regional crime laboratory at the Hertzberg-Davis Forensic Science Center located on the Los Angeles Campus of the University ("Project"); and
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LABORATORY FACILITY AUTHORITY

By: _____
Chair of the Authority

CALIFORNIA STATE UNIVERSITY
LOS ANGELES

By:_____

APPROVED AS TO FORM:

John F. Krattli
County Counsel

APPROVED AS TO FORM:

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City Attorney

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